

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ROBERT CAMPITELLI	:	CIVIL ACTION
	:	
v.	:	
	:	
PLYMOUTH ROCK ASSURANCE CORP.	:	NO. 22-4422

ORDER

AND NOW, this 8th day of August, 2023, upon consideration of “Defendant’s Motion to Dismiss the Second Amended Complaint Pursuant to F.R.C.P. 12(b)(6) 12(e), and 12(f)” (Docket No. 9) and all documents filed in connection therewith, **IT IS HEREBY ORDERED** that the Motion is **GRANTED in part and DENIED in part** as follows:

1. The Motion is **GRANTED** with respect to Defendant’s request that we dismiss the following: (1) Plaintiff’s request for compensatory damages in Count I of the Second Amended Complaint; (2) Plaintiff’s request for damages for pain and suffering, mental anguish, humiliation, and related medical expenses in connection with his breach of contract claim in Count II of the Second Amended Complaint; and (3) Plaintiff’s claim in Count II that Defendant breached the contract by failing to renew or by cancelling the Policy.
2. The Motion is **DENIED** with respect to the following: (1) Defendant’s request that we order Plaintiff to provide a more definite statement of the bad faith claim in Count I because the Second Amended Complaint fails to adequately alleges such a claim; (2) Defendant’s request that we order Plaintiff to provide a more definite statement specifying whether Counts I and II assert separate bad faith and breach of contract claims with respect to each of Plaintiff’s losses; and (3) Defendant’s request that we strike the words “legislative intent” and “public policy” from paragraphs 40, 42, and 43 of the Second Amended Complaint.

BY THE COURT:
/s/ John R. Padova

John R. Padova, J.